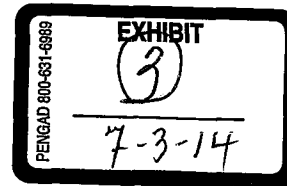


# **Exhibit J**

**REDACTED**



August 16, 2012

Mr./Ms. William Henig  
[REDACTED]

Dear Mr./Ms. Henig:

This agreement will set forth the terms and conditions under which you will perform legal services for our client, Quinn Emanuel Urquhart & Sullivan, LLP. Your hourly rate for the duration of this assignment will be \$35.00. You must complete a time form (which we will provide) reflecting the amount of time you have spent each day (but not a description of the matter or your services). Both you and our client must approve the time form. We must receive your approved time form by 10:00 a.m. on Monday of the following week in order to pay you by Friday of that week. The time form will serve as the basis for calculating your compensation and our client's invoice. Providus will pay you every week. You may not accept payment for legal services on behalf of a Providus client except through Providus. The only payments you may accept directly from Providus' client are reimbursements for authorized out-of-pocket expense you incur in performing legal services for our client. You will not pay Providus any fee for our services.

It is important to note that under state law, you are entitled to an unpaid meal period of at least thirty minutes at a time midway between the beginning and end of such employment after the start of any work period of six continuous hours or more. Further, any Contractor working before eleven o'clock in the morning and continuing later than seven o'clock in the evening shall be allowed an additional meal period of at least twenty minutes between five and seven o'clock in the evening. These meal periods must be taken and must be reflected on time forms. If, at any time, you do not take a meal or rest period as described above, you must immediately notify Providus in writing.

Solely as a service to our clients, Providus will make deductions from your pay, where otherwise applicable and required by law, for appropriate unemployment insurance<sup>1</sup>, social security, disability, federal and local income taxes. Providus will not provide benefits to you such as life, health, malpractice insurance, pension or profit-sharing plans or any other welfare benefit plan, or reimbursement of any expense incurred by you in performing legal services for Providus' clients. We will not be involved in any way in your performance of legal services, and we will not direct or control the legal services you perform or the amount of time you spend on a project, which is within the discretion of Providus' client. You are completely responsible to our client for your work product.

With the exception of communications incident to the performance of assignments arranged through Providus, your communications with Providus' client, or any client to whom you are assigned by Providus' client, must be limited so as to avoid any discussions of Providus' contractual relationship with such clients, the potential for your future employment with such clients or any discussion of any kind that would potentially interfere with Providus' contractual agreements with such clients. In the event that you perform legal services for Providus' client or any client to whom you are assigned by Providus' client, or are requested by anyone to do so during the assignment or within one (1) year of the date on which you completed the assignment, you agree to notify Providus in writing within one (1) business day. Due to the nature of its business relationships, Providus can and will suffer serious and irreparable harm from your breach of this agreement. Moreover, Providus has no readily available means of discovering such communications, and thus, must and does necessarily rely upon you to abide by your agreement to notify Providus of such communications. Therefore, in the event that you fail to provide Providus written notice within the time period specified herein, you agree that you will have materially breached this agreement and that Providus will be entitled to seek injunctive relief and to recover appropriate damages in the maximum amount permissible under applicable law.

<sup>1</sup> In any communications with a department of labor or other agency charged with investigation of unemployment insurance claims, Providus - and not Providus' client - should be identified as the appropriate entity to direct inquiries concerning your entitlement to unemployment compensation.

Contract and Permanent • Attorneys and Paralegals • E-Discovery Solutions  
1115 Broadway, Suite 1283 • New York, NY 10010 • Tel (646) 378-7972 Fax (212) 710-2601  
Chicago      Dallas      Houston      Los Angeles      New York      Washington, D.C.

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Providus adheres to applicable laws prohibiting discrimination on the basis of race, color, sex, religion, age, national origin, physical or mental disability, or status as a veteran or special disabled veteran or any other unlawful basis, nor does it tolerate or condone sexual or other harassment or retaliation of any form. In this regard, should you have any concerns regarding the foregoing, please report them to us immediately; such report will be kept confidential to the extent reasonably possible.

As a condition of your placement by Providus with our client you acknowledge that the legal services you provide for our client must be performed in accordance with the applicable Disciplinary Rules of Professional Conduct. Although Providus will not be involved in the performance of legal services performed by you on behalf of a client, we require that you assure Providus that you will observe the Disciplinary Rules of Professional Conduct and the guidelines set forth in applicable ABA Ethics and Professional Responsibility Opinions, or any equivalent state law or rules, in performing each of your assignments. Your signing of this agreement represents such assurance. Your signing of this agreement also represents your assurance to Providus that, as of the date of such signing, you are in good standing with each and every state bar to which you have been admitted, and that you are not currently and have not been the subject of any disciplinary proceeding by any state bar, and your assurance that you will notify Providus immediately upon any subsequent loss or suspension of such good standing or commencement of any disciplinary proceeding against you in the future. Since you may perform legal services for a variety of clients, including Providus' clients, it is essential that you keep a list of all clients for whom you work, or have worked, and matters on which you work, or have worked, so that you can assure Providus and our clients that you do not have a conflict of interest in taking on an assignment that is offered to you. Moreover, you shall keep strictly confidential any information you learn or obtain during your performance of this assignment and shall not disclose any of such information to any person or entity without the express written consent of our client. Any breach in confidentiality of this provision will be a material breach of this agreement and immediate grounds for the termination of your assignment, and Providus will be entitled to seek injunctive relief and to recover appropriate damages in the maximum amount permissible under applicable law from the date that the breach occurs.

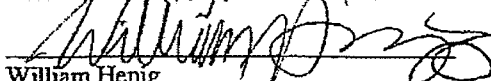
Your assignment with Providus' client may be terminated at any time, with or without reason and with or without notice, at the discretion of Providus or the client. Upon termination of the assignment your entitlement to additional payments other than that which is owed you at that time, as reflected on your final time form, will cease. Moreover, nothing in this agreement should be construed as imposing on Providus an obligation to continue an assignment with this client or to refer you for future assignments to this or any other client under any circumstances.

Upon signing of this letter, you and Providus hereby agree that no oral agreement or representations have been made by either party which are not contained in this agreement and/or were relied upon in order to enter into this agreement. This agreement may not be altered, modified or amended unless such alteration, modification or amendment is made in writing and properly executed by both parties.

**If you wish to terminate your legal services on an assignment prior to its completion, you must notify Providus at least ten (10) business days prior thereto. You agree not to notify our client of your intentions to terminate an assignment before Providus communicates such intentions directly to the client. If this letter agreement meets with your approval, please sign below. This Agreement is effective on August 16, 2012.**

Very truly yours,

Accepted and agreed to on the  
15<sup>th</sup> day of August, 2012.

  
William Heng  
(0.0)



**EMERGENCY NOTIFICATION INFORMATION**

Your Name:

William Henig

Address:

[Redacted Address]

Cell/  
Home Phone:

[Redacted Phone Numbers]

Person(s) to contact in case of an emergency on the job (in order of preference):

1. Name:

Judy Henig

Phone (work):

[Redacted Work Phone]

Phone (home):

[Redacted Home Phone]

2. Name:

Lorraine Henig

Phone (work):

[Redacted Work Phone]

Phone (home):

[Redacted Home Phone]

Additional information you want Providus and our clients to know in the event of an emergency:

[Empty lines for additional information]

**Acknowledgment**

By signing the attached acknowledgement form you agree that you have received a copy of the Providus Guide and you agree to abide by the policies reflected in it.

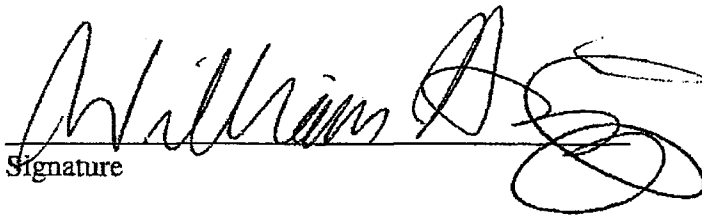


**TEMPORARY EMPLOYEE ACKNOWLEDGEMENT FORM**

I acknowledge that I have received a copy of the Providus Guide. I have read the Guide and understand that it is only a general guide to the current policies of Providus and that these policies may change from time to time with or without notice.

State laws, rules and Providus company policies apply to the state where the guide is published. If you are employed in another state those laws would take precedent.

After you have read the Providus Guide carefully and in its entirety, please ask any questions and voice any concerns that you may have before you sign this acknowledgement. By signing this acknowledgement, you agree to abide by the policies reflected in the Providus Guide.

  
Signature

William Henry  
Printed Name

8/15/12  
Date



**Procedures for Document Review Project**  
**at**  
**Quinn Emanuel**

Contractor's Name: Willam Henig

Address: 1115 S. Broadway, 12<sup>th</sup> Floor (Select Office Suites)

Name of Supervisor or Project Manager: Todd Reigler

EZ Labor Time Sheet job codes: \_\_\_\_\_

1. Sign in/out daily on provided sheet; signature at week end confirms accuracy sign in/out times.
2. Comply with Quinn Emanuel procedures, including dress code (casual). Casual dress code means no tank tops or shorts. Jeans, sneakers and t-shirts are acceptable, but please do not wear ripped jeans or t-shirts.
3. Lunch hour and any breaks should be deducted from reported hours worked with the exception of breaks exempted by applicable state or federal statute.
4. Keys, and or Access cards will be issued to you. Your fee for a lost or unreturned key or access card is \$100.00. Do not leave your card or key unattended. The hours when you need the access card to enter the suite are: before 8 a.m. and after 6pm Monday – through Friday, and at all times Saturday and Sunday.
5. The Review Center's hours will be:
  - a. 8:45AM – 10PM Monday – Friday, Sat 9a – 5p (not required if you have made your hours).
  - b. Note: that Quinn employees may stay longer, but you are only authorized to work during those hours
6. ALL absences, late arrivals, requested time off are to be reported directly to kbambrah@providusgroup.com, 202 – 280 – 0685.
7. Hours/week: 57min to 60 max required.
8. All Quinn Emanuel reference/training materials must remain on-site.
9. Food is not allowed at your work station. There is a cafe outside the Review Center selling food and drink. You can also eat food brought from home there.
10. Please turn cell phones off during work hours. Use of cell phones is only allowed during breaks and must be done away from work stations. No cell phones to be

used in review area. Cell phones can be used in the café area and in the reception areas. Use of cell phones in conference rooms is prohibited.

11. Use of computers is specifically limited to work related tasks. Do not save any materials of a confidential nature to the local hard drive of any computer. Use of the internet for tasks unrelated to this project is strictly prohibited. Streaming video and audio are also prohibited. Examples of streaming video are: links to video from local news stations; links to video from cnn.com; any movies accessible through internet sites. Examples of stream audio are: live music streams; live weather streams; podcasts. Accessing personal email is not permitted at your workstation. There will be "public computers" do use during breaks to access email.
12. Strict confidentiality about your work must be maintained during and after this assignment. Please do not disclose to or discuss the details of this assignment with anyone outside of the review.

  
Initials

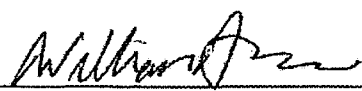
Providus contacts:	Kush Bambrah	646-378-9792 (work) 202-280-0685 (cell) kbambrah@ProvidusGroup.com
	Cheryl Moore	213-244-9994 (work) 213-249-7766 (cell) cmoore@ProvidusGroup.com

**Electronic Time Sheets:** They are to be completed weekly and entered into the EZLabor Program in order for Providus to be able to pay you weekly. Time must be completed by 10:00 a.m. Monday mornings. You will receive instructions for EZLabor. **When you enter your time, you must select the appropriate EZ Labor job codes provided to you above each time you log your hours. This is required. If your supervisor directs you to use a job code not available in the list, alert Providus immediately so that the job code may be added to the list.**

**Policies:** Always remember that you are a professional and an employee of Providus. While you are on a contract assignment, you **MUST** be on time. **Cell phone use is not permitted in review rooms. If you must make a personal phone call, please do so on your lunch hour only.**

**Emergencies:** If you are not able to report to your assignment because of an illness or an emergency, please telephone both your supervisor and our offices at 212-880-6499 before 8:00 a.m.

GOOD LUCK! ENJOY YOUR ASSIGNMENT!

Signature of Contract Attorney  Date 8/15/12